

# Part Four, Section J

## Contract Standing Orders

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#### GLOSSARY

In these Contract Standing Orders the following terms shall have the meanings set out below (as amended from time to time).

<u>Term</u>	<u>Meaning</u>
<u>Approved Electronic Means</u>	<u>means such electronic means of authenticating the formation and sealing of a Contract, which may include the use of electronic seals and signatures, positive approval using check boxes or other similar means, as may be expressly approved by the Monitoring Officer from time to time or for a specific Contract.</u>
<u>Approved Form of Contract</u>	<u>means a Contract approved by the Monitoring Officer for use within procurement activity.</u>
<u>Best Value</u>	<u>means the duty, which Part 1 of the Local Government Act 1999 places on local authorities, to secure continuous improvement in the way in which functions are exercised, having regard to a combination of economy, efficiency and effectiveness as implemented by Council.</u>
<u>Bid(s)</u>	<u>means Tenders of Quotations (as applicable).</u>
<u>Cabinet</u>	<u>means the Council's Executive committee comprising the Leader of the Council and up to 9 individual Cabinet members selected by the Leader.</u>
<u>Cabinet Member</u>	<u>means individual members (Councillor) of the Cabinet, selected by the Leader with a particular portfolio (area) of responsibility.</u>
<u>Central Digital Platform</u>	<u>means the online system referenced in the Procurement Act and Procurement Regulations where Notices, documents and other information required to be published/made available.</u>
<u>Chief Finance Officer</u>	<u>also known as the <b>Section 151 Officer</b>, the Council's most senior finance officer who has the responsibility under section 151 Local Government Act 1972 for the proper management of the Council's financial affairs and occupies the post of Director of Finance.</u>
<u>Chief Procurement Officer</u>	<u>means the Council's most senior procurement officer, as appointed from time to time.</u>
<u>Constitution</u>	<u>means the constitution of the Council which sets out; (i) how it operates; (ii) how it makes decisions; and (iii) the procedures which it must follow.</u>
<u>Concession Contract</u>	<u>means a Contract for the supply, for pecuniary interest, of works or services to the Council, where (i) at least part of the consideration for that supply is a right for the supplier</u>

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<u>Term</u>	<u>Meaning</u>
	to exploit the works or services; and (ii) under the Contract the supplier is exposed to real operating risk.
<u><b>Contract</b></u>	means any Council Contract in writing and of monetary value for the execution of works or the supply of goods and the provision of services. For avoidance of doubt:  (i) any contract of Services, Supply and/or Works; (ii) any Framework ; (iii) any Concession Contract; or (iv) any Utilities Contract but does not include in any circumstances (v) an employment contract; or (vi) a Grant agreement
<u><b>Contract Standing Orders (CSO's)</b></u>	means these Contract Standing Orders which provide the constitutional basis for the Council's procurement of works, goods and services.
<u><b>Corporate Contracts Register</b></u>	means the central register of Council Contracts as managed and maintained by the Chief Procurement Officer.
<u><b>Corporate e-Sourcing System</b></u>	means the following:  (i) The designated corporate e-sourcing system, that manages the following activities; sourcing, Contract and performance management and management of commercial invoices, referred to in the Procurement Code of Practice; or (ii) Such other systems as may be approved by the Chief Procurement Officer from time to time
<u><b>Council</b></u>	means London Borough of Haringey Council, Alexandra House, 10 Station Road, Wood Green, N22 7TR
<u><b>Director</b></u>	means an employee of the Council holding a post designated as:  (i) The Chief Executive; (ii) A member of the Strategic Leadership Team; or (iii) A Director or Assistant Director.

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<u>Term</u>	<u>Meaning</u>
<u>Dynamic Market</u>	means a list of qualified suppliers who have met the conditions of membership of the dynamic market who are eligible to participate in future procurements as defined in the Procurement Act.
<u>Dynamic Purchasing System (DPS)</u>	means a completely electronic system which can be used for commonly used purchases of works, goods or services as defined in Regulations.
<u>Extension</u>	means an extension to an existing Contract as described in more detail in CSO 18.02.18.02
<u>Financial Regulations for Schools</u>	means financial duties and procedures stated by the Council and all legislation relating to the financial management of schools.
<u>Forward Plan</u>	means the document that lists all decisions that the Cabinet will take together with all Key Decisions to be taken and by whom.
<u>Framework</u>	means a Contract between a contracting authority and one or more Suppliers that provides for the future award of Contracts by a contracting authority to a Supplier or Suppliers as more particularly described in the Regulations or Procurement Act (as applicable).
<u>Grant(s)</u>	means a payment to help the recipient (e.g. school, charity or voluntary organisation) to deliver an agreed outcome in return, the grant funder (e.g. the Council) gets no direct service delivery (“the Grant Agreement”). A grant is usually provided subject to conditions that state how the grant shall be used (for example to support the wider objectives of the Council in promoting the social, economic or environmental well-being within their communities). The Grant Agreement will normally set out general instructions as to how this is to be achieved, and any particular conditions in regard to claw-back if those wider objectives are not met.
<u>Head of Audit &amp; Risk Management</u>	means the Council's most senior officer with responsibility for leading the Council's audit and risk management function.
<u>Key Decision</u>	has the meaning attributed to it in the Access to Information Procedure Rules at Part 4 Section D of the Constitution.
<u>London Living Wage</u>	means as defined by the Living Wage Foundation ( <a href="https://www.livingwage.org.uk/what-real-living-wage">https://www.livingwage.org.uk/what-real-living-wage</a> )

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<u>Term</u>	<u>Meaning</u>
<u>Monitoring Officer</u>	means the most senior legal officer with responsibility for leading the Council's legal and governance function and with responsibility under section 5 Local Government and Housing Act 1989 for supporting and advising the Council in relation to the lawfulness and fairness of the decision-making of the Council, and has the title of Assistant Director for Legal & Governance.
<u>Notice</u>	means a notice any one of the various types of notices that is required to be published in accordance with the Procurement Act and the Regulations.
<u>Officer(s)</u>	means an Officer as employed by the Council with relevant and appropriate authority to act on behalf of the Council.
<u>Pensions Committee</u>	means the Council's committee exercising the functions of Administering Authority, being responsible for the management and monitoring of the Council's pension fund.
<u>Procurement Act</u>	means the Procurement Act 2023 which comes into force on 28 February 2025 and associated Procurement Regulations 2024 as may be amended from time to time.
<u>Procurement Code of Practice</u>	means the separate document referenced in these CSO's titled Procurement Code of Practice where more detailed information about the Council's procurement and contract procedures can be found.
<u>Procurement Policy Notice (PPN)</u>	means any relevant Procurement Policy Notice as issued by government (as may be updated and issued from time to time). PPN's can be found via – <a href="https://www.gov.uk/government/collections/procurement-policy-notes">https://www.gov.uk/government/collections/procurement-policy-notes</a>
<u>Procurement Threshold</u>	means the applicable financial thresholds at which the Procurement Act or Regulations (as applicable) applies with effect from 1 January 2024 (as may be updated from time to time).
<u>Provider Selection Regime</u>	means the Health Care Services (Provider Selection Regime) Regulations 2023 as may be amended from time to time.
<u>Quotation</u>	means an offer submitted in writing to the Council by a Supplier in response to a request for quotation (RFQ)) (without the formal commencement of a public procurement exercise).



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<u>Term</u>	<u>Meaning</u>
<u>Regulations</u>	means the:  (i) <u>the Public Contract Regulations 2015;</u> (ii) <u>Utilities Contract Regulations 2016; or</u> (iii) <u>Concession Contract Regulations 2016;</u> <u>as applicable</u>
<u>Scheme for Financing Schools</u>	means the Council's published scheme of finance for schools as amended from time to time.
<u>Scheme of Delegation</u>	means the Council's scheme of delegation which can be found at Part 3 of the Constitution.
<u>Social Value</u>	means social, economic and environmental considerations aligned with the Council's priorities and policies, the Public Services (Social Value) Act 2012 and the National Procurement Policy Statement.
<u>Strategic Procurement</u>	means the Council's centralised procurement department managed by the Chief Procurement Officer.
<u>Supplier</u>	means any individual or organisation(s) invited to submit a quotation or Tender or where a Contract has been awarded a Contract, the counterparty to a Contract with the Council who is responsible for delivering goods, services or works in accordance with the terms and conditions of Contract.
<u>Technical Guidance</u>	means the Technical Guidance published by the Government Commercial Function in relation to the Procurement Act. Further details can be found at – <a href="https://www.gov.uk/government/collections/procurement-act-2023-guidance-documents">https://www.gov.uk/government/collections/procurement-act-2023-guidance-documents</a>
<u>Tender</u>	means a Supplier's proposal submitted in response to an invitation to tender as part of a competitive tendering exercise.
<u>Utilities Contract</u>	means a Contract for the supply of goods, services or works wholly or mainly for the purpose of utility activity.
<u>Variation</u>	means a modification to an existing Contract (such as additional services, exercising extension options, changes in price or a change in Supplier).
<u>Waiver</u>	means an exemption (i.e. "waiver") from the requirement to comply with all or part of these CSOs.

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#### **0. Statement of Principles**

~~0.10.01.~~ ~~The Contract Standing Orders~~ These CSO's provide the constitutional basis for the Council's procurement of works, goods and services. Following them will assist in ensuring statutory compliance, value for money, propriety and the proper spending of public money.

~~0.20.02.~~ The Procurement Code of Practice provides more detail and shall govern Council procurement process and contract award procedures. The ~~Head of~~ Chief Procurement Officer shall issue and maintain ~~and issue~~ the Procurement Code of Practice. Any procurement activity shall proceed in accordance with ~~the Contract Standing Orders~~ these CSO's and the Procurement Code of Practice and all such other guidance issued by the ~~Head of~~ Chief Procurement Officer.

~~0.30.03.~~ The ~~Head of~~ Chief Procurement Officer shall make the latest version of ~~the Contract Standing Orders~~ these CSO's and the Procurement Code of Practice available to every Director, Cabinet Member and ~~officer~~ Officer of the Council. Directors, or ~~officers~~ Officers acting on their behalf, shall apply the requirements of the ~~Contract Standing Orders~~ CSO's and the Procurement Code of Practice when engaging in any procurement activity.

~~0.40.04.~~ All Procurement activity shall be used (amongst other things) to achieve Best Value in accordance with the Council's statutory requirements or approved objectives. This should include an innovative approach to building partnerships with the private and not-for-profit sectors and collaborating with other public sector bodies within a robust contractual framework. Officers with responsibility for procurement shall ensure that they are able to demonstrate achievement of Best Value with regards to the optimal combination of economy, efficiency and effectiveness.

~~0.50.05.~~ Every ~~contract~~ Contract or official order for works, goods or services made by the Council shall be for the purpose of achieving the Council's statutory obligations or approved objectives and shall conform to all relevant laws of England and Wales.

0.06. All procurement activity constituting Key Decisions shall comply with the requirements of the Access to Information Procedure Rules set out in Part 4 and the Protocols for Key Decisions and for Decision Making set out in Part 5 of this Constitution.

~~0.60.07.~~ Directors shall ensure that the Cabinet or an appropriate Member of the Cabinet is consulted on any procurement activity prior to its publication in the Council's Forward Plan.

0.08. Where in these CSOs a decision is required by the Cabinet, this may also be taken by the Leader or by a Cabinet Member with the Leader's agreement.

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~~0.70.09.~~ Directors must ensure that robust audit trails are in place for all procurement activity in accordance with the Procurement Code of Practice.

~~0.80.10.~~ No Cabinet Member of the Council or Council Officer shall enter into any ~~contract~~Contract on the Council's behalf.

~~0.90.11.~~ No Cabinet Member or Officer of the Council shall be permitted to become security under any ~~agreement between the Council and a contractor employed by~~ itContract.

## **CONTRACT STANDING ORDERS**

### **1. Introduction**

1.01. Procurement decisions are among the most important decisions a manager will make because the money involved is public money and the Council is required to ensure that Best Value is obtained when procuring works, goods and services. Efficient use of resources to achieve Best Value is therefore ~~an~~ imperative. The Council's reputation is equally important and should be safeguarded from any imputation of dishonesty or corruption.

1.02. For these reasons it is a disciplinary offence to fail to comply with ~~Contract Standing Orders~~these CSO's and the Procurement Code of Practice when ~~letting contracts~~the Council is procuring Contracts for works, goods and services and raising orders with suppliers. ~~Employees~~This also includes situations where the Council procures works, goods and/or services for and on behalf of other public bodies.

1.03. Council employees have a duty to report breaches of ~~Contract Standing Orders~~these CSO's to an appropriate senior manager and the Head of Audit & Risk Management.

1.04. Unless otherwise provided within these ~~Contract Standing Orders~~CSO's or the Procurement Code of Practice or with the express approval of the ~~Head of~~Chief Procurement Officer, all procurement processes, regardless of value, should be conducted via the Corporate ~~Procurement Systems, regardless of value~~e-Sourcing System.

1.05. Reference should be made to the Procurement Code of Practice for more detailed information on procurement ~~procedures~~processes.

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#### **2. Definitions and Interpretation**

~~These Contract Standing Orders are made pursuant to~~ All Officers will need to  
~~section 135 of the Local Government Act 1972 and shall come into~~  
~~force~~ familiarise themselves with this Constitution.

and comply with

~~Unless the context otherwise requires, in these Contract Standing Orders the~~  
~~terms below shall have the meanings ascribed to them:~~

- a) ~~“Approved Electronic Means” means such electronic means of~~  
~~authenticating the formation of a contract, which may include the use of~~  
~~electronic signatures, positive approval through the use of check boxes or~~  
~~CSO’s and any other similar means, as may be expressly approved by the~~  
~~Head of Legal and Governance from time to time or for a specific contract;~~
- b) ~~“Bids” means Tenders and Quotations;~~
- c) ~~“Concession Contracts Regulations” means the Concession Contracts~~  
~~Regulations 2016 (SI 2016/273), as amended from time to time;~~
- d) ~~“Contracts Finder” means a web-based portal provided by or on behalf~~  
~~of the Cabinet Office;~~
- e) ~~“Corporate policies (including the National~~ **Procurement Systems”** ~~includes~~  
~~the following:~~
  - ~~• The corporate sourcing solution, dynamic purchasing systems (DPS),~~  
~~contract management and performance management systems as~~  
~~referred to in the~~ Policy Statement ~~) / guidance (including Technical~~  
~~Guidance) / Procurement Code of Practice, or~~
  - ~~• Such other systems as may be approved by the Head of~~ Policy  
~~Notices<sup>1</sup>, the~~ **Procurement** ~~from time to time;~~
- f) ~~“Director” means an employee of the Council holding a post~~  
~~designated as:~~
  - ~~• The Chief Executive~~
  - ~~• A member of the Strategic Leadership Team~~
  - ~~• A Director or Assistant Director;~~

<sup>1</sup> Where applicable

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g) ~~“Director of Finance” means the Councils most senior Finance Officer, as amended from time to time;~~

h) ~~“Find a Tender Service “ means a web-based portal provided by or on behalf of the Cabinet Office or any successor as amended from time to time;~~

i) ~~“Head of Legal and Governance” means the Council most senior Legal Officer, as amended from time to time;~~

~~1.06. “Head of Act 2023 (Commencement No. 3 and Transitional and Saving Provisions) Regulations 2024, Regulations and Procurement” means the Council most senior Procurement Officer, as amended from time to time; Act (as applicable).~~

j) ~~“London Living Wage” means as defined by the Living Wage Foundation (<https://www.livingwage.org.uk/what-real-living-wage>);~~

k) ~~“Public Contract Regulations” means the Public Contracts Regulations 2015 (SI 2015/102), as amended from time to time;~~

l) ~~“Regulations” means the Concession Contracts Regulations 2016, The Utilities Contracts Regulations 2016 and the Public Contracts Regulations, as amended from time to time.~~

~~1.07. Throughout these CSO’s references are primarily made to the “Procurement Act”. However, there are also instances where references are made to the “Regulations” to capture instances where Contracts fall under an alternative procurement regime. The relevant procurement legislation that will be applicable to procurement activity should be considered on a case-by-case basis. As such, advice should therefore be sought from Strategic Procurement as to the applicable procurement regime a proposed public Contract may need to be awarded in accordance with.~~

~~In the event of any conflict between the law of England and Wales and Council policy, the requirements of the law of England and Wales shall prevail over Council policy.~~

1.08. In the event of any doubt as to the interpretation of these ~~Contract Standing Orders~~CSO’s or the Procurement Code of Practice, or as to the proper procedure to be followed, clarification should be sought from the ~~Head of~~Chief Procurement ~~Officer~~.

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1.09. Unless stated otherwise, all financial references to pounds sterling in these CSO's are to be exclusive of VAT.

1.10. Subject to Regulations or Procurement Act (as applicable), all communication and information exchange in relation to procurement shall be performed using electronic means of communication.

### 3.2. Roles & Responsibilities

3.012.01. The Cabinet (and Pensions Committee where relevant) will:

- a) hold Directors accountable for any decisions they make under their delegated authority or under these ~~Contract Standing Orders~~CSO's;
- b) ~~approve awards of contract~~approve commencing a procurement exercise for proposed Contracts valued at £500,000 ~~(five hundred thousand pounds)~~ or more;
- c) ~~approve any variation or extension~~awards of Contract valued at £500,000 ~~(five hundred thousand pounds)~~or more;
- ~~e)d~~ d) approve any Variation or more, whether Extension with an aggregate value of £500,000 or not such variation or extension was included in the original award in b) above; more (see also CSO 18):
- ~~d)e~~ e) ensure that the award of any contractContract and any extensionExtension or variationVariation with an aggregated value at £500,000 ~~(five hundred thousand)~~ or more is treated as a 'Key Decision' and as such must be in the Council's Forward Plan and comply with the other procedures in that regard set out in the Constitution;

2.02. Where an award of a contract and any extension or variation that Contract has previously been approvedawarded under 3.01 d) above, CSO 2.01c) and:

- a) that Contract includes an Extension within its terms (see CSO 18); and/or
- b) that Contract is to be subject to a Variation;
- e) following consultation with the Cabinet Member responsible for the relevant portfolio, a Director may approve any subsequent ~~extensions~~Contract Extension(s) and ~~variations~~/or Variation(s) up to ~~thean~~ aggregated value of £500,000 ~~(five~~

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hundred thousand) and any such variation(s) or extension(s) will not be treated as a 'Key Decision';

f) 2.03. ~~For the avoidance of doubt, where~~ Where the additional cumulative value of all ~~variations~~ Variations and ~~extensions~~ Extensions of the original ~~key decision~~ award is £500,000 ~~(five hundred thousand)~~ or more, this will be treated as a 'Key Decision' and ~~3.01 d~~ CSO 2.01e will apply;

g) 2.04. Where a Director undertakes a decision in relation to ~~3.01 e) above~~ CSO 2.02, details of the ~~extension~~ Extension and/or ~~variation~~ Variation must be reported retrospectively via the quarterly financial update report to Cabinet.

### 3.022.05. Directors

2.05.1 Each Director has responsibility for all ~~contracts~~ Contracts let under ~~his/her~~ their control. ~~he/she and~~ is accountable to the Cabinet for the performance of ~~his/her~~ their duties in relation to ~~contract~~ Contract letting and management, which are:

- a) to ensure compliance with the ~~law~~ laws of England and Wales and ~~Council~~ Policy the Council's Policies;
- b) to ensure value for money in all procurement ~~matters~~ processes;
- c) to ensure compliance with ~~Contract Standing Orders~~ these CSO's and the Procurement Code of Practice;
- d) to maintain a departmental ~~scheme~~ Scheme of ~~delegation~~ Delegation;
- e) to ensure that all relevant ~~officers~~ Officers are familiar with the provisions of ~~Contract Standing Orders~~ these CSO's and the Procurement Code of Practice and that they receive adequate training on their operation;
- f) to ensure compliance with any guidelines issued in respect of these ~~Contract Standing Orders~~ CSO's;
- g) to ensure all relevant regulatory consultations have been considered and complied with, including but not limited to Local Government Act 1999 Section 3 Best Value Consultations, Landlords and Tenants Act 1985 Section 20 etc.
- h) to take immediate action in the event of a breach of ~~Contract Standing Orders~~ these CSO's or the Procurement Code of Practice within ~~his~~ their service;



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- ~~g)~~i) to submit to the Chief Procurement Officer a pipeline of proposed procurements where the anticipated Contract value will be £2,000,000 or ~~her area~~more, no later than 31 March of each year. The pipeline is to include procurements due to commence within the following two financial years;
- j) to submit to the Chief Procurement Officer a pipeline of proposed procurements where the anticipated Contract value will exceed £25,000 every three months. The pipeline is to include procurements due to commence within the following 12 months as a minimum;
- k) to seek Cabinet approval to commence a procurement process for proposed Contracts the value of which is above £500,000;
- l) to keep: ~~(i)~~
  - i. copies of all concluded ~~contracts~~Contracts as required by ~~Regulation 83 of the Public Contract the Regulations, or Procurement Act (as applicable)~~, and ensure electronic copies of such ~~contracts~~Contracts are stored in the Corporate e-Sourcing System, and ~~(ii)~~
  - ~~h)~~ii. proper records of procurement procedures sufficient to justify decisions taken at all stages of the procurement procedure for a period of at least three years from the date of award of the ~~contract~~Contract, as required by ~~Regulation 84 of the Public Contract Regulations; or Procurement Act (as applicable)~~;
- ~~i)~~m) to keep records of ~~waivers~~Waivers of any provision of these ~~Contract Standing Orders~~CSO's and forward a copy of such signed records to ~~the~~ Strategic Procurement;
- n) approve award of Contracts with a value up to £500,000;
- ~~j)~~ ~~Where a~~ to make appropriate arrangements for the opening of bids and their secure retention so as to protect the integrity of the procurement process;
- o) Contract has previously been awarded under CSO 2.01c) and following consultation with the Cabinet Member responsible for the relevant portfolio, a Director may approve any subsequent Contract Extension(s) and/or Variation(s) up to an aggregated value of £500,000.
- ~~k)~~p) to ensure that the Council's seal is affixed to any document required to be executed as a deed and that where a document is not expressed to be under



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seal, it is either signed by two people or authenticated by Approved Electronic Means as provided for in these ~~Contract Standing Orders~~CSO's;

~~l) to ensure original sealed contract documents are held by the Head of Legal and Governance for safekeeping;~~

~~m)g) to record all contracts valued at £10,000 or more~~ Contracts in the Corporate Contracts Register;

~~n)r) to ensure effective management of all contracts~~Contracts under ~~his/her~~their control, and to a level deemed appropriate in regard to risk or value of each ~~contract~~Contract;

~~o)s) to ensure that no contract~~Contract is let unless the expenditure involved has been fully considered and approved beforehand and sufficient money has been allocated in the relevant budget.;

~~p)t) to record and report on decisions taken under the Officer Scheme of Delegation in accordance with Part Three Section E~~ Section 1 - paragraphs 3.01 to 3.0506 of the Councils Constitution. ~~Procurement decisions including any contract award, variation and extension of £100,000 or more are mainly executive decisions and should be reported to Cabinet.~~;

~~u) Approve the termination of any Contract having regard for CSO 19.~~

### 3.032.06. Pensions Committee

2.06.1 The Pensions Committee shall have the same powers and duties of the Cabinet specified in these ~~Contract Standing Orders~~CSO's but limited to ~~procurement decisions and award of contracts~~its responsibilities for procurements relating to the Pension Fund.

### 2.07. Alexandra Palace and Park

## ~~4. Scope of Contract Standing Orders~~

2.07.1 These ~~Contract Standing Orders~~ shallCSO's apply to ~~all contracts for the procurement by the Council of works, goods and services by or on behalf of the above Alexandra Palace and Park Charitable Trust and any on the following basis:~~

~~a) The Chief Executive of the relevant organisation shall have the powers of a~~

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Director specified in these CSO's;

- b) The Executive Board shall have the powers of the Cabinet and a Cabinet Member specified in these CSO's;
- c) In the event of any conflict, the requirements of the Charities Act 2011, any regulations made under that Act or charity law in general shall prevail over the provisions of these CSO's.

#### 2.08. Schools

2.08.1 In accordance with the requirements of the Council's Scheme for Financing Schools and the Financial Regulations for Schools, where a school acts as an agent for the Council, these CSO's apply to all schools within the London Borough of Haringey except for academy and trust schools.

- a) A school's governing body shall have the powers of the Cabinet specified in these CSO's, except in relation to Waivers (CSO 18).

#### 2.09. Other wholly owned subsidiaries/arms-length organisations owned by the Council

2.09.1 These CSO's apply to the procurement of works, goods and services by wholly owned subsidiary or arms-length organisation owned by the Council where they are subject to the Regulations or Procurement Act on the following basis:

- a) The Chief Executive of the relevant organisation shall have the powers and duties of a Director specified in these CSO's;
- b) The Board shall have the powers and duties of the Cabinet and a Cabinet Member specified in these CSO's.

### 3. Scope of (including concession) the CSO's

3.01. These CSO's shall apply to all Contracts awarded by the Council for works, goods and services) unless otherwise expressly stated or these requirements are waived in accordance with ~~Contract Standing Order 10~~ CSO 18.01.

3.02. Where the Council:

- a) secures funding from an external funding body; or
- b) is involved in joint working funded partly or entirely by external funding to the extent that the money passes through the Council's accounts; or

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~~a)c)~~ intends to ~~assign grant~~Grant funding to an external body;

~~Contract Standing Order 17 and the forming for the purposes of necessary agreements securing the provision of works/ goods or services, these CSO's shall apply.~~

~~These Contract Standing Orders CSO's shall not apply to contracts Contracts falling within Regulation 10 of the Public Contract the specific exclusion provisions within the Regulations; or in the case of the Procurement Act, exempted contracts as defined in Part 2 of Schedule 2 of the Procurement Act. For the avoidance of doubt, this exclusion applies to (amongst other things) contracts Contracts of employment, certain contracts for legal services, certain financial services and debt finance and agreements for the sale of land (including leases).~~

#### Contracts

- 3.03. ~~These Contract Standing Orders shall not apply to contracts falling within Regulation 10 of the Concession Contracts Regulations. For the avoidance of doubt, this exclusion applies to (but not limited to) air transport and passenger transport services, certain contracts for legal services, certain financial services and debt finance and agreements for the sale of land (including leases)-), or other exclusions as amended from time to time.~~

### 5.4. Public Procurement Directives Rules and Procedures

- 4.01. ~~Where the value of a Council wishes to award a Contract for the provision of works, goods or services contract is equal to, or exceeds, the applicable threshold it will need to do so in relation to accordance with the Regulations; or Procurement Act (as applicable).~~

#### Provider Selection Regime

- 4.02. ~~The Council will need to procure in accordance with the provisions of these Regulations shall govern Provider Selection Regime where it is seeking to procure relevant in scope health care services for the tendering process and shall take precedence over purpose of the provisions health service in England, whether alone or as part of these Contract Standing Orders in a mixed procurement.~~
- 4.03. ~~Advice should be sought from the event of any conflict Strategic Procurement prior to seeking to award a contract under the Provider Selection Regime.~~

### 6.5. Contract Value and Aggregation

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- 5.01. Directors must ensure that a pre-tender estimate of the total ~~contract~~Contract value is prepared and recorded in writing and ~~in order is~~ an accurate reflection of the expected Contract value (to the extent of the information available to Directors at the time), to determine whether it falls within the thresholds under scope of the Regulations ~~apply or~~ Procurement Act.
- 5.02. ~~Unless otherwise specifically provided and subject to Contract Standing Order 6.04, reference to total contract~~Total Contract value or an estimated total ~~contract~~Contract value in these ~~Contract Standing Orders~~CSO's means the aggregate value payable in pounds sterling exclusive of Value Added Tax, over the entire ~~contract~~Contract period, including any extension periods ~~as anticipated~~ in the proposed ~~contract~~Contract. Procurements falling within the scope of the Procurement Act will need to have their estimated value calculated in accordance with Section 4 of the Procurement Act.
- 5.03. A ~~contract's~~Contract's value must not be artificially under or overestimated or divided into two or more separate ~~contracts~~Contracts with the intention of avoiding the application of ~~Contract Standing Orders or these CSO's~~, the Regulations or the Procurement Act.

## 6. In-Social Value

- 6.01. The Council is committed to fulfilling its obligations under The Public Services (Social Value) Act 2012 and the case of Concession National Procurement Policy Statement. Officers shall maximise the potential to generate social value outcomes from procurement activity.
- 6.02. Contracts valued at £500,000 or more must include Social Value as part of the evaluation criteria. Such consideration should be proportionate and appropriate to the size and nature of the Contract. Officers must follow guidance as stated in the Code of Practice.
- 6.03. For Contracts valued over £500,000 Social Value is to be included as part of the evaluation criteria. The Social Value weighting must be between 10% and 25% of the total award criteria.
- 6.04. Unless otherwise agreed with Chief Procurement Officer in writing, the Social Value Portal is to be used to record, manage and monitor these contractual Social Value commitments.
- 6.05. Social Value must be considered for Contracts valued below £500,000 where appropriate. However, such considerations should be proportionate and appropriate to the size and nature of the Contract. Officers must follow guidance as stated in the

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#### Code of Practice.

- 6.06. Any Social Value commitments made as part of a Tender submission must form part of the contractual obligations to be delivered by the Supplier under the Contract.

## 7. Frameworks

- 7.01. The Council may establish Frameworks for its own use or use by other contracting authorities.

- 7.02. The Council may access and call-off from Frameworks established by other public sector organisations where it is deemed suitable and appropriate to do so. However, consideration should first be given to the use of the Council's own established Frameworks, including those operated by the London Construction Program (LCP). Where the Council operates such Frameworks and are deemed suitable for the requirements being sought, use of these Frameworks shall take precedence over the use of any other third-party Framework, unless otherwise agreed by the Chief Procurement Officer.

- 7.03. Where to be calculated in an accessible Framework exists in respect of the subject matter, and there is an absence of compliant objective criteria to directly award, or prices have yet to be determined, then a mini competition is to be undertaken in accordance with Regulation 9. (3) – (11) of the Concession Contract the terms of the Framework. The Council will also need to act in accordance with Regulations or Procurement Act (as appropriate) alongside any terms stated in the use of such Frameworks.

## 7. Framework, Consortia and Joint Procurement Arrangements

- Subject to the provision of Contract Standing Order 7.02, these Contract Standing Orders shall not apply where the Council procures particular works, goods and/or services:

- a) as part of a group of public sector bodies contracting with one or more contractors (consortium arrangement), provided the contract standing orders of one of the public sector bodies constituting the group and/or where applicable the Regulations have been followed; or

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- b) ~~by selecting one or more contractors from a Framework or similar arrangement (including approved lists and dynamic purchasing systems), established by a public sector body in accordance with the contract standing orders of that public sector body and/or where applicable the Regulations; or~~

- 7.04. The Council's decision to enter into a ~~contract~~Contract with the recommended ~~Contractor~~Supplier under a Framework must be made in accordance with ~~Contract Standing Order 9.07~~CSO 16.

~~The Council shall observe these Contract Standing Orders where it procures works, goods and/or services for the benefit, or on behalf of, other public bodies.~~

## 8. Dynamic Purchasing Systems

- 8.01. ~~Where the Council is considering leading on any joint procurement activities with other contracting authorities, approval~~operates its own DPS (including the LCP) for a works, goods, or service category, suitable for its requirement this must be obtained in advance of any commitment to do so and on used to carry out the basis of a robust business case~~procurements related to those categories; or~~

- 8.02. ~~The Council may access and call-off from:~~ a DPS established by other public sector organisations that has been established in accordance with the Regulations, where it is deemed suitable and appropriate to do so. However, consideration should first be given to the use of the Council's own established DPS, including those operated by the LCP. Where the Council operates a DPS and is deemed suitable for the requirements being sought, use of the Council DPS shall take precedence over the use of any other third-party DPS, unless otherwise agreed by the Chief Procurement Officer.

- 8.03. ~~Electronic formation of individual Contracts within a DPS is permitted, subject to CSO 17.~~

## 9. Dynamic Markets

- 9.01. ~~The~~ Council may establish Dynamic Markets for its own use or use by other contracting authorities.

- 9.02. ~~The~~ Council, acting in accordance with Procurement Act can establish Dynamic

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Markets for the purposes of awarding Contracts by reference to Suppliers' participation in those arrangements which must remain open for new Suppliers to join at any time.

9.03. Where the Council operates its own Dynamic Market (including the LCP) for a works, goods, or service category, that is deemed suitable for its requirement this must be used to carry out the procurements related to those categories;

9.04. The Council may access and call-off from a Dynamic Market established by other public sector organisations and that has been established in accordance with the Procurement Act, where it is deemed suitable and appropriate to do so. However, consideration should first be given to the use of the Council's own established Dynamic Market, including those operated by the LCP. Where the Council operates a Dynamic Market and is deemed suitable for the requirements being sought, use of the Council Dynamic Market shall take precedence over the use of any other third-party Dynamic Market, unless otherwise agreed by the Chief Procurement Officer.

9.05. Electronic formation of individual Contracts within a Dynamic Market is permitted, subject to CSO 17.

### 10. Direct Awards

10.01. The Council can directly award a public Contract to a supplier without undertaking a competitive procurement process in accordance with the limited situations described in the Regulations, sections 41-44 and Schedule 5 of the Procurement Act or in accordance with the Provider Selection Regime (as applicable).

(a) ~~Prior~~ the Cabinet where the joint procurement is liable to result in a contract award that would involve a 'key decision' by the Council;

(b) the Head of Procurement for non-key decisions.

10.02. to seeking to rely on this CSO 10 to award a public Contract, advice should be sought from the Chief Procurement Officer.

### 8.11. Procedure for Contracts ~~under £160~~below £25,000

11.01. All Contracts ~~for works, goods and/or services~~ with an estimated value below £160,000 ~~(one hundred and sixty thousand pounds)~~ 25,000 must be procured in accordance with the Code of Practice via the Corporate e-Sourcing ~~Solution System~~, except where Contract Standing Order 7.01 applies or where an ~~an~~ alternate e-sourcing ~~solutionsystem~~ is ~~used that~~mandated by a Framework, a DPS or an ~~alternative e-sourcing system~~ has been pre-approved in writing by the ~~Head of Chief~~



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Procurement Officer.

- 11.02. Where a ~~contract for works, goods and/or services~~Contract has an estimated value of less than ~~£1025,000 (ten thousand pounds)~~, the relevant Director should act in the manner most expedient to the efficient management of the service, having ~~kept a record for so doing~~regard for CSOs 7.01, 8 and 9 and retaining a record of the procurement activity and related approval.

#### 12. ~~Where a contract~~Procedure for goods or services has an estimated Contracts valued above £25,000

~~—All Contracts let with a value of~~

- 12.01. £10 £25,000 (ten thousand pounds) or more must be undertaken in accordance with the Code of Practice having regard for CSOs 7.01, 8 and 9 in the first instance.

- 12.02. ~~Except as otherwise expressly permitted by or under these~~ CSO's, for all Contracts with an estimated value of £25,000 or more but less than £160,000 (one hundred and sixty thousand pounds), 500,000, and where the value of the Contract does not exceed the relevant Procurement Threshold requiring a Contract to be advertised, at least three competitive ~~quotations~~Quotations should be ~~obtained~~sought via the Corporate e-Sourcing Solution, without the need for an advertisement ~~or to follow the tender procedure. This activity will be undertaken under the management of the relevant Director without the need for the Head of Procurement (unless required to lead on it do so by the Procurement Act), or to follow the competitive tender procedure. Where the intention is to advertise the opportunity, the relevant Notices must be published in accordance with the Procurement Act. This activity will be managed by the Chief Procurement Officer, unless agreed otherwise by the Chief Procurement Officer.~~

- 12.03. ~~Where~~ Except as otherwise expressly permitted by or under these CSO's, all Contracts that exceed the relevant Procurement Threshold requiring a ~~contract for works has~~ Contract to be advertised, or which have an estimated value of £10500,000 (ten thousand pounds) or more, but less than £160,000 (one hundred and sixty thousand pounds), at least three competitive quotations should be obtained via the Corporate Sourcing Solution without the need for ~~must be let following publication of an appropriate advertisement or to follow the competitive tender procedure.~~(Tender) in accordance with the Regulations or Procurement Act (as applicable). This activity will be ~~undertaken under~~managed by the Chief Procurement Officer.

- 12.04. Where management of Tenders are to be invited, the relevant Director ~~without~~regulatory procedure to be followed, shall be determined prior to advertising and be managed by the Chief Procurement Officer and shall comply with the need



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~~for Regulations or Procurement Act and the Head Procurement Code of Procurement to lead on it Practice.~~

~~The quotation procedure shall comply with Contract Standing Orders 9.02 to 9.05 and be managed by the relevant Director.~~

~~Chief~~

~~Where a pre-qualified Framework arrangement (including approved lists) exists in respect of the subject matter and prices have yet to be determined then CSO 9.01.2f applies.~~

12.05. ~~The Head of~~ Procurement Officer may decide that processes in this CSO 812 are not appropriate in order to secure value for money for the Council and to ensure general procurement law principles are complied with. If that is the case, he/she may determine another process of selecting a ~~contractor~~Supplier, which will meet best value criteria and/or ensure compliance with procurement law. The decision and process must be properly documented.

12.06. ~~Where a contract with an estimated value of £25,000 (twenty five thousand pounds) or more is advertised, the contract opportunity must be published on Contracts Finder within 24 hours of the first advertisement. The Contracts Finder publication will comply with Regulation 110 of the Public Contract Regulations as applicable All Contracts let require the publication of relevant Notices in compliance with the Regulations or the Procurement Act (as applicable).~~

~~4.01.~~

~~Where a purchasing card is used to procure goods, works or services it cannot be used to circumvent these Contract Standing Orders. The relevant approvals in accordance with these Contract Standing Orders must be in place prior to procuring the goods, works or services.~~

### **9. Procedure for Contracts valued at £160,000 or more**

~~Except as otherwise expressly permitted by or under these Contract Standing Orders, in the case of contracts for works and contracts subject to the Light Touch Regime (Regulation 74 of the Public Contract Regulations or Regulation 19 of the Concession Contracts Regulations as applicable) with an estimated value of £160,000 (one hundred and sixty thousand pounds) or more but less than £500,000 (five hundred thousand pounds), at least three competitive quotations should be obtained via the Corporate Sourcing Solution, without the need for an advertisement or to follow the competitive~~

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~~tender procedure. This activity will be managed by the Head of Corporate Procurement.~~

~~9.01.1 Except as otherwise expressly permitted by or under these Contract Standing Orders, contracts for goods and/or services with an estimated value of £160,000 (one hundred and sixty thousand pounds) or more as well as contracts for works and contracts subject to the Light Touch Regime (Regulation 74 of the Regulations or Regulation 19 of the Concession Contracts Regulations as applicable) which have an estimated value of £500,000 (five hundred thousand pounds) or more must be let following publication of an appropriate (tender) advertisement.~~

~~9.01.2 Where tenders are to be invited the procedure to be followed shall be determined prior to advertising and be managed by the Head of Procurement and shall be one of the following:~~

- ~~a) open tender procedure (all interested contractors submit a tender in response to an advertisement);~~
- ~~b) restricted procedure, 2 (or more) stage process involving expressions of interest from contractors in response to an advertisement, with a selection of those contractors subsequently being invited to submit a tender;~~
- ~~c) competitive procedure with negotiation, 2 (or more) stage process involving expressions of interest from contractors in response to an advertisement, with a selection of those contractors being invited to negotiate;~~
- ~~d) competitive dialogue procedure, 2 (or more) stage process involving expressions of interest from contractors in response to an advertisement, followed by dialogue with a selection of those contractors to identify a solution (or solutions) which meets the Council's requirements, and an invitation to the selected contractors to submit tenders based on the solution/s resulting from the dialogue;~~
- ~~e) innovation partnership procedure 2 (or more) stage process involving expressions of interest from contractors in response to an advertisement, followed by a competitive award procedure aimed at the development, and subsequent purchase, of an innovative product, service or works;~~

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f) ~~where it is proposed to award a specific contract based on a framework agreement in which all the terms of the proposed contract are not laid down, a mini competition shall be held in which tenders shall be invited from all members of the framework agreement that are capable of carrying out the requirements of the specific contract;~~

g) ~~negotiated procedure without prior publication of an advertisement where the requirements of Regulation 32 of the Public Contract Regulations are made out. The Head of Procurement must first be consulted before this procedure is used.~~

9.01.3 ~~Procurements requiring use of a qualitative selection questionnaire must comply with the Crown Commercial Services (CCS) guidance on the use of these questionnaires including any applicable guidance on the use of the Single Procurement Document (SPD) provided for in Regulation 59 of the Public Contract Regulations.~~

9.01.4 ~~Prior approval must be obtained from the Head of Procurement to derogate from the CCS guidance referred to in 9.01.3. Any such derogation must be disclosed to the Cabinet Office.~~

#### **9.02.13. Electronic communications, procurement documents, ~~division into lots and~~ receipt and opening of ~~bids~~Bids**

9.02.1. ~~Subject to the terms of Regulation 22 of the Public Contract Regulations, all communication and information exchange in relation to procurement shall be performed using electronic means of communication.~~

9.02.2.13.01. ~~Subject to the terms of Regulation 53 of the Public Contract Regulations or 34 of the Concession Contract Regulations as applicable~~Procurement Act, the Council will provide unrestricted and full electronic direct access free of charge to the procurement documents from the date of publication of the advertisement, or the date on which an invitation to confirm interest was sent.

9.02.3. ~~The Council may award a contract in the form of separate lots and may determine the size and subject matter of such lots. Where a contract is subject to the Public Contract Regulations, if the Council determines that it should not be subdivided into lots then in compliance with Regulation 46(2) of the Public~~

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~~Contracts Regulations it shall provide and retain an indication of the main reasons for its decision.~~

~~9.02.41.01. The approval of contract awards, variations and extensions may be evidenced within the Corporate Procurement Systems by electronic copies of signatures or through positive acceptance (i.e. tick box, yes/no indicator or other similar means of approval).~~

~~13.02. 9.02.8~~ Electronic Bids received securely may be opened at the appointed date and time by ~~one officer or a~~ Council Officer or the Council's appointed consultant.

~~4.01. 9.02.9. The Head of Procurement must approve the training and seniority of all officers employed to open Bids and also the arrangements for ensuring the independence of such officers from the teams involved in the competitive process.~~

### ~~9.03~~ Abnormally Low, Late or Non-Compliant Bids

~~9.03.1. In respect of any contract that is subject to the Regulations, if the Council determines that a Bid is abnormally low then it shall ask the bidder to explain the prices or costs proposed in its Bid.~~

~~9.03.2.13.03.~~ Records of any non-compliant Bids and of the date and time of receipt of any late ~~tenders~~ Tenders must be kept by ~~officers~~ Officers.

~~13.04. Late Bids received late~~ may only be ~~considered if accepted in exceptional circumstances and with the written authorisation of the Chief Procurement Officer.~~

### ~~9.03.3.14. Abnormally Low~~ other Bids have not yet been opened and:

- ~~a) failure to comply is the Council's fault; or~~
- ~~b) it is clear that the Bid was sent in such a way that in the normal course of events it would have arrived on time.~~

### ~~9.04~~ Dynamic Purchasing Systems

~~9.04.1. Subject to Contract Standing Order 9.07.1, these Contract Standing Orders shall not apply where the Council procures particular works, goods and/or services under a Dynamic Purchasing System (DPS) where:~~

- ~~a) A Dynamic Purchasing System (DPS) is used to carry out procurements in accordance with Regulation 34 of the Public Contract~~

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~~Regulations, Abnormally low bids should be dealt with the prior approval of, and in accordance with a procedure specified by the Head of Procurement.~~

~~b)14.01. The Council operates its own Dynamic Purchasing System (DPS) for a works, goods, Regulations or service category, this must be used to carry out the procurements related to those categories, unless otherwise agreed by the Head of Procurement. Act (as applicable).~~

~~9.04.2. Electronic formation of individual contracts within the DPS is permitted, subject to Contract Standing Orders 9.08.8. and 9.08.9.~~

#### **~~9.05. E-Auctions~~**

~~In appropriate cases, the submission of prices for a bid may be conducted by e-auction in accordance with Regulation 35 of the Public Contract Regulations, with the prior approval of, and in accordance with a procedure specified by, the Head of Procurement.~~

#### **9.0615. Post Tender Clarifications/Confirmations**

~~9.06.1.15.01. Except where the competitive procedure with negotiation referred to in Contract Standing Order 9.01.2c and 9.01.2g applies, negotiation~~Negotiation  
after receipt of formal bids and before the award of contract is only permitted:

~~a) as part of a tender process allowed for by the Regulations or Procurement Act;~~

~~a)b) in circumstances which do not breach the Regulations/Procurement Act or put other~~ ~~contractors~~Suppliers at a disadvantage, distort competition or adversely affect trust in the competitive process, and

~~b)c) if the prior authority of the Head of~~Chief Procurement Officer has been obtained.

~~15.02. Tender clarifications are permitted in circumstances which do not breach the Regulations/Procurement Act or put other Suppliers at a disadvantage, distort competition or adversely affect trust in the competitive process~~

~~9.06.2. All communication with contractors under this Contract Standing Order~~

~~15.03. 9.06.1 must~~Suppliers during a formal procurement shall be in writing or recorded in writing performed using electronic means in accordance with the Regulations or Procurement Act (as applicable).

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#### **9.0716. Bid Acceptance, Contract Award and Letters of Intent**

~~9.07.1. Bids are to be accepted on the basis:~~

~~a)16.01. either, if the contract value is above the applicable threshold pursuant to the Regulations, of that the most economically advantageous tender (“MEAT”); except where provided otherwise by award is compliant with the Regulations or Procurement Act (where applicable) and as determined by the application of the published award criteria; or~~

~~b)16.02. ifWhere a Contract has been awarded the contract valueCouncil is below the applicable threshold pursuantrequired to published Notices in accordance with the Regulations, of either (i) MEAT, or (ii) lowest cost. or Procurement Act (as applicable).~~

~~c) — A Director may award, assign, or novate contracts valued less than £500,000 (five hundred thousand pounds).~~

~~d) — All contracts valued at £500,000 (five hundred thousand pounds) or more at the time of award may only be awarded, assigned, or novated by the Cabinet.~~

~~e) — The award of any contract valued at £500,000 (five hundred thousand pounds) or more is a 'key decision' and as such must be in the Council's Forward Plan and comply with the other procedures in that regard set out in the Constitution.~~

~~f) — In accordance with Part 5 Section C of the Constitution, the award of spot contracts for care packages and contracts for the supply of energy to the Council are not “key decisions”.~~

~~9.07.2 Where a contract has been awarded, including by way of a call off from a Framework, with an estimated value of £25,000 or more, the award must be published on Find a Tender and Contracts Finder portals.~~

~~16.03. Where a purchasing card is used to procure goods, works or services it cannot be used to circumvent these CSO's. The relevant approvals in accordance with these CSO's must be in place prior to procuring the goods, works or services.~~

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~~9.07.3~~16.04. Where the provision of works, goods or services under a ~~contract~~Contract is required to commence prior to the issuance and execution of a formal ~~contract~~Contract, a Director, if satisfied that it is in the Council's best interest in the particular circumstances, may approve issuance of a Letter of Intent pending the issuance and execution of a formal ~~contract~~Contract. However, the maximum cover afforded by any Letter of Intent shall not exceed £100,000 or 10% of the total ~~contract~~Contract price, whichever is the higher value.

#### 17. ~~9.08.~~ **Conditions Applying to All Contracts:**

~~9.08.1.~~17.01. The ~~tender~~procurement documents in respect of every ~~contract~~Contract to which the Regulations or Procurement Act apply, shall provide for the ~~contract~~Contract to include provisions enabling the Council to terminate the ~~contract~~Contract in each of the circumstances as set out in ~~Regulation 73 of the Public Contract Regulations or Regulation 44 of the Concession Contracts Regulations, as applicable~~the Procurement Act.

~~9.08.2.~~17.02. The ~~tender~~procurement documents in respect of every ~~contract~~Contract to which the Procurement Act or Regulations apply shall include a requirement that the Council may require the successful ~~contractor~~Supplier to enter into a collateral ~~contract~~Contract in a form approved by the ~~Head of Legal and Governance~~Monitoring Officer which provides for the allocation of risks between the ~~parties~~Parties where the ~~contract~~Contract has been declared ineffective by a court.

~~9.08.3.~~17.03. The decision as to whether or not a collateral ~~contract~~Contract will be required in respect of a ~~contract~~Contract will ultimately be made, before the formal ~~contract~~Contract is issued and executed, by the ~~Head of Legal and Governance~~Monitoring Officer or an ~~officer~~Officer acting under ~~his/her~~their delegated authority.

#### **Valued £10 ~~Contracts valued £25,000 or more:~~**

~~9.08.4.~~17.04. All ~~contracts~~Contracts valued at £~~10~~25,000 ~~(ten thousand pounds)~~ or more must be in writing by way of a document prepared, or on a basis approved, by the ~~Head of Legal and Governance~~Monitoring Officer.

~~9.08.5.~~ Every ~~contract~~Contract valued at £~~10~~25,000 ~~(ten thousand pounds)~~ or more shall specify:

a) ~~17.05. the works, goods or services to~~must be ~~provided or executed;~~an Approved Form of Contract unless otherwise agreed by the Monitoring Officer



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- ~~b) — the price to be paid or the precise method of its ascertainment and a statement of any discounts or other deductions; and~~
- ~~c) — as appropriate, the start and finish dates, or delivery dates, and any maintenance or defects liability period;~~
- ~~d) — compliance with the Council's insurance requirements. The requirement to comply with the Council's standard insurance requirements may only be waived with the Director of Finance approval;~~
- ~~e) — compliance with the Council's equality policy;~~
- ~~f) — compliance with regards to the protection of personal data.~~

~~9.08.6.17.06.~~ All ~~contracts~~Contracts for the provision of services which may entail members of the service provider's staff (including agents, sub-contractors and assigns) carrying out a role that involves contact with children and/or vulnerable adults or access to their personal records shall contain a provision requiring the service provider to undertake in respect of each staff member the appropriate level of Disclosure and Baring Service (DBS) check for which ~~his/her~~their role is eligible prior to provision of the services being carried out by the relevant staff member and at appropriate intervals thereafter.

~~9.08.7.17.07.~~ All computer software ~~contracts~~Contracts shall contain a clause to the effect that use of the software by the Council's ~~contractors~~Suppliers shall not amount to use by a third party for which an additional software license might otherwise be required.

#### ~~Valued £50,000 or more:~~

~~9.08.8.~~ Every contract with a value of £50,000 (fifty thousand pounds) or more must, unless the Head of Legal and Governance and Director of Finance agree to the contrary, contain clauses to cover the following:

- ~~a) — compliance with all applicable legislation;~~
- ~~b) — a prohibition on assignment and/or subletting without the written consent of the Director;~~
- ~~c) — a provision allowing the Council to cancel the contract and recover any~~



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~~resulting loss from the contractor if the contractor does anything which is contrary to the Bribery Act 2010 or incites breach of Section 117 (2) of the Local Government Act 1972;~~

- ~~d) a provision to ensure the Council is protected against the contractor's defective performance by default provisions which are appropriate to the contract;~~
- ~~e) if the contractor is in breach of contract the Council can do any or all of the following:
  - ~~i. determine all or part of the contract or determine the contractor's appointment;~~
  - ~~ii. itself perform the contract in whole or in part;~~
  - ~~iii. recover from the contractor any additional cost resulting from the completion or cancellation of the contract;~~~~
- ~~f) If the contractor has obtained or received by whatever means any information which gives or is intended or likely to give the contractor any unfair advantage over any other tenderer (including the Council's own workforce) in relation to the tenderingAll Contracts for, and award of, any works/ and services contract, that the Council shall be entitled to terminate that contract;~~
- ~~g) It shall be a condition of any contract between the Council and any person (not being an Officer of the Council) who is required to manage a contract on the Council's behalf that, in relation to such contract, he/she shall comply in all respects with the requirements of these Contract Standing Orders as if he/she were an employee of the Council.~~

~~9.08.9.17.08. All contracts for works and services valued at £50,000 (fifty thousand pounds) and above~~ must include provisions for the payment of London Living Wage.

17.09. ~~The approval of contract awards, Variations and Extensions may be evidenced within the Corporate e-Procurement Systems by electronic copies of signatures or through positive acceptance (i.e. tick box, yes /no indicator or other similar means of approval).~~

~~9.08.10.17.10.~~ A ~~contract~~Contract valued at less than £250,000 (~~two hundred and fifty thousand pounds~~) does not require sealing and should either be signed or electronically approved on behalf of the Council by the relevant Director, Assistant Director, or the Head of the relevant business unit, where permitted to do so under

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the ~~scheme~~Scheme of ~~delegation~~Delegation. Where the nature of the works, goods or services is such so as to pose a high risk of significant latent defects, then the ~~Head of Chief~~ Procurement Officer may decide to have the ~~contract~~Contract with a value of less than £250,000 executed under seal as a deed.

#### Contracts Valued £250,000 or more:

17.11. — In addition to the provisions above regarding Contracts valued over £25,000 the following requirements apply to Contracts exceeding £250,000.

~~9.08.11.~~17.12. A ~~contract~~Contract valued at £250,000 (~~two hundred and fifty thousand pounds~~) or more must be executed on behalf of the Council under seal as a deed, and to ensure original sealed Contract documents are held by the Monitoring Officer for safekeeping. Where appropriate ~~this may be undertaken electronically,~~ electronic sealing of Contracts is permitted.

~~9.08.12.~~17.13. Every ~~contract~~Contract valued at £250,000 (~~two hundred and fifty thousand pounds~~) or more must contain clauses to cover the following:

a) if it is a ~~contract~~Contract for works, that the Council may require the ~~contractor~~Supplier to provide security for completing the ~~contract~~Contract in the form of a bond;

b) that, where the ~~contractor~~Supplier is a subsidiary or group company, the ~~contractor~~Supplier may be required to provide a parent or group company guarantee;

c) or other means of surety as agreed by the ~~Director of Chief~~ Finance Officer or an ~~officer~~Officer acting under ~~his/her~~their delegated authority.

~~9.08.13.~~17.14. The decision as to whether or not a bond or parent company guarantee will be required in respect of a ~~contract~~Contract valued at £250,000 or more will ultimately be made by the ~~Director of Chief~~ Finance Officer or an ~~officer~~Officer acting under ~~his/her~~their delegated authority.

#### 10.18. Waivers, ~~Extensions~~, Variations, ~~Extensions~~ and Novations

##### ~~10.01~~18.01. Waivers

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~~10.01.1. Contract Standing Orders other than Contract Standing Order 5 (which relates Any Waiver relating to the Regulations) may be waived on the basis set out in CSO~~

~~10.01.2 by:~~

~~a) the Cabinet where the contract value is £500,000 (five hundred thousand pounds) or more;~~

~~b)a) a Director where the contract value is less than £500,000 (five hundred thousand pounds) (save that the Director shall not have authority to waive CSO 9.08 these CSO's);~~

~~e)18.01.1 Any waiver valued at £160,000 or above must be agreed by the Head of Chief Procurement Officer prior to engaging the supply chain with any Supplier to provide goods, services or works in accordance with this CSO 18.~~

~~10.01.2.18.01.2 A waiverWaiver may be agreed after considering a written report that demonstrates:~~

~~a) the contractContract is one entered into between entities within the public sector in circumstances permitted by Regulation 12 of the Public Contract Regulations or Regulation 17 of the Concession Contract Regulations Procurement Act (as applicable); or~~

~~b) the contractContract is one that the Council is permitted to reserve for certain economic operators in circumstances permitted by Regulation 77 of the Public Contracts Regulations or Regulation 24 of the Concession Contracts Regulations;Procurement Act (as applicable); or~~

~~c) the circumstances of the proposed contract award are covered by a relevant legislative exemption (under the law of England and Wales); or~~

~~d) the value of the contractContract is below the applicable threshold Procurement Threshold pursuant to the Regulations or Procurement Act (as applicable) and:~~

~~(i) complies with below threshold provisions within the Regulations or Procurement Act (as applicable);~~

~~(+)(ii) the nature of the market for the works to be carried out or the goods or services to be provided has been investigated and is such that a departure from the requirements of Contract Standing Ordersthe CSO's is justifiable;~~

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~~(ii)~~(iii) it is in the Council's overall interest; or

~~(iii)~~(iv) there are other circumstances which are genuinely exceptional.

~~10.01.3.18.01.3~~ All Waiver requests must be approved before any related ~~contract awards~~Contract award and/or Variation occurs.

~~18.01.4~~ CSO's other than CSO 4 (which relates to the Regulations and the Procurement Act) may be waived on the basis set out in this CSO 18 by:

a) the Cabinet where the Waiver concerns a Contract with a value of £500,000 or more; or

b) a Director where the Waiver concerns a Contract with a value of less than £500,000 (save that the Director shall not have authority to waive CSO 17).

~~18.01.5~~ Any waiver valued at £100,000 or above relating to these CSO's must be agreed by the Chief Procurement Officer prior to engaging the supply chain.

~~10.01.4.18.01.6~~ A record of the decision approving a ~~waiver~~Waiver and the reasons for it must be kept and an entry made in a central register maintained and monitored by the ~~Head of~~Chief Procurement Officer.

~~10.01.5.18.01.7~~ Where an additional ~~waiver~~Waiver of ~~Contract Standing Orders~~these CSO's is sought in relation to the same individual ~~contract~~Contract, whereby the aggregated value of the ~~contract~~Contract increases to £500,000 (five hundred thousand pounds) or more, the ~~waiver~~Waiver must be agreed by the Cabinet.

### ~~10.02~~18.02. **Contract Variations and** ~~Extension~~Extensions

~~10.02.1.~~Subject to the provisions of CSO 3.01 and the Regulations (in particular Regulation 72 of the Public Contract Regulations or Regulation 43 of the Concession Contracts Regulations (as applicable), compliance with Financial Regulations and subject to satisfactory outcomes of contract monitoring; the following may authorise an extension or variation to a contract:

a) a Director provided the value of the extension or variation is less than £500,000 (five hundred thousand pounds);

b) the Cabinet where the value is £500,000 (five hundred thousand pounds) or more.

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18.02.1 All variations and extensionsA Contract may be extended before its expiry provided that the Extension is provided for in the original Contract terms or is permitted by the Regulations or Procurement Act (as applicable)

18.02.2 Contract Extensions shall be approved in accordance with CSO 2.

~~10.02.2.~~18.02.3 All Variations and Extensions must be recorded in writing and an electronic copy retained byin the ~~business unit~~Corporate e-Sourcing System.

#### 18.03. Contract Variations

18.03.1 Prior to seeking to vary an existing Contract, appropriate advice should be sought from Strategic Procurement on a case-by-case basis as to whether the Variation needs to be considered in accordance with the Regulations or Procurement Act (as applicable).

18.03.2 Prior to and following the Variation of a Contract subject to the Procurement Act, the Council may be required to publish a Notice(s) in accordance with section 75 of the Procurement Act.

18.03.3 Contract Variations shall be approved in accordance with CSO 2.

#### ~~10.03~~18.04. Novations (Transfers)

18.04.1 In circumstances permitted in ~~Regulation 72 of the Public Contract Regulations or Procurement Act~~, or ~~Regulation 43 of the Concession Contracts Regulations or~~ where the value of a ~~contract~~Contract is below the applicable ~~threshold~~Procurement Threshold pursuant to the Regulations or Procurement Act, the Council may agree to the novation or assignment of a ~~contract~~Contract.

18.04.2 A Director may approve the assignment or novation of a Contract where the value of the remaining term including any Extension is less than £500,000.

18.04.3 The Cabinet will approve the assignment or novation of a Contract where the value of the remaining term including any Extension is £500,000 or more.

#### ~~11.19.~~Contract Termination

19.01. In the event of a supplier being declared bankrupt, going into administration, receivership or liquidation then a Director may terminate any associated ~~contract~~Contract(s) and initiate alternative arrangements as may be required ~~taking into account Contract Standing Order 10.03~~considering CSO 18.04 in cases of novation or ~~Contract Standing Order 4~~CSO 3.01 in cases that warrant the re-letting

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of ~~the contract~~ Contract(s).

- 19.02. ~~The decision~~Subject to CSO 19.01 (above) prior to deciding to terminate a ~~contract~~Contract early ~~in all other circumstances~~, approval must be ~~approved~~ sought from a Director and reported to the Chief Procurement Officer.
- 19.03. In all cases of ~~contract~~Contract termination for whatever reason where the awarded ~~contract~~Contract value was £500,000 ~~(five hundred thousand pounds)~~ or more, a report must be presented at the earliest opportunity to Cabinet.
- 19.04. Where a Contract is terminated and the Procurement Act applies the Council is also required to publish a Notice in accordance with section 80 of the Procurement Act.

## 20. Contract Management

It

### 12. Schools

~~In accordance with the requirements of the Council's Scheme for Financing Schools and the Financial Regulations for Schools, where a school acts as an agent for the Council, these Contract Standing Orders apply to all schools within the London Borough of Haringey with the exception of Academy and Trust Schools. A school's governing body shall have the powers and duties of the Cabinet specified in these Contract Standing Orders, except in relation to waivers (CSO 10.01).~~

### 13. Care Contracts for Individuals

~~Subject to Regulation 74 of the Public Contract Regulations and Regulation 19 of the Concession Regulations as applicable, Adults & Housing Services and the Children & Young People's Service care contracts may be 'block' contracts (where a number of beds, places or services are provided by the contractor at pre-agreed pricing schedules, to which the Council may refer users over the contract period) or 'spot' contracts (one-off contracts meeting an individual user's needs, or contracts where a number of beds, places or services are provided by the contractor without pre-agreed prices, such prices to be agreed upon each referral of a user over the contract period). The Directors of the Adult's, Health & Communities Services and the Children's Service will seek to optimise the overall best value for the Council. The following provisions shall apply to the Adult's, Health & Communities Services and the Children's Service care contracts:~~

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20.01. All is the responsibility of the Director to ensure effective contract management is undertaken for Contracts under their control and management.

20.02. Directors must assign a contract owner for all Contracts above £25,000 and record this information in the Corporate e-Sourcing System.

20.03. It is the responsibility of the Director to ensure all contract owners manage Contracts under their control to ensure the Supplier delivers their contractual commitments, and where required, record the performance of the Supplier in the Corporate e-Sourcing System.

20.04. Contract Managers must follow any guidance issued by the Chief Procurement Officer and stated in the Procurement Code of Practice regarding contract and performance management.

20.05. Where a Supplier fails to deliver its contractual commitments to the extent it results in a breach of contract, this must be referred to Chief Procurement Officer and considered in accordance with the Procurement Act (where applicable).

a) Contract Standing Orders apply to block contracts;

b) Where a spot contract has an estimated value of less than £160,000 (one hundred and sixty thousand pounds), CSO 8.02 and CSO 8.03 shall not apply, and the any relevant Director should act in the manner most expedient to the efficient management of the service, having kept a record for so doing.

c) Where a spot contract has an estimated value of £160,000 (one hundred and sixty thousand pounds) or more, CSO 9.01 shall apply.

#### ~~14.1.01. Alexandra Palace and Park~~

~~These Contract Standing Orders apply to the procurement of works, goods and services by or on behalf of Alexandra Palace and Park Charitable Trust on the following basis:~~

#### Notices published as required

a) The Chief Executive of APPCT shall have the powers and duties of a Director specified in Contract Standing Orders;



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- b) ~~The Alexandra Palace and Park Board and Panel shall have the powers and duties of the Cabinet and a Cabinet Member specified in these Contract Standing Orders;~~
- c) ~~In the event of any conflict, the requirements of the Charities Act 1993, any regulations made under that Act or charity law in general shall prevail over the provisions of Contract Standing Orders.~~

#### **15. Disposal of assets**

- ~~Where Council assets (other than land & buildings) are to be disposed of because they are surplus to requirements, damaged or obsolete, reasonable endeavors must be undertaken to realise the residual value of the assets.~~
- ~~Assets having little or no realisable value may be disposed of as waste with the approval of the relevant Head of business unit, provided that the disposal shall be in favour of recycling wherever possible.~~
- ~~In respect of assets to be disposed of having an estimated value of less than £10,000 (ten thousand), the Director concerned should act in the manner most expedient to the efficient management of the service, having kept a record for so doing.~~
- ~~Assets recommended for disposal with an estimated value of £10,000 (ten thousand pounds) or more, shall be disposed of in such a manner as to secure best value.~~
- ~~Disposal of assets valued at £250,000 (two hundred and fifty thousand pounds) or more must be reported to the Cabinet.~~
- ~~Under no circumstances shall disposal of Council assets be made to employees or Members of the Council without the prior approval of the relevant Director.~~

#### **16. Urgent Decisions/Decisions Required in-between Cabinet Meetings**

- ~~These provisions apply where action needs to be taken between meetings of the Cabinet or in cases of urgency and that action would be outside the powers given to a Director under these Contract Standing Orders.~~



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~~Decisions reserved to Members under these Contract Standing Orders will ordinarily be taken at a Cabinet meeting. Notwithstanding this, the Leader may take any such decision between meetings of the Cabinet, including decisions that have become urgent, and the Leader may also allocate any such decision whether urgent or not to the Cabinet Member having the relevant portfolio responsibilities or to a Committee of the Cabinet.~~

~~20.06. 16.03 The provisions of the Access to Information Procedure Rules at Part 4 of this Constitution will apply. All key decisions should be listed on the forward plan accordingly. Where a decision is urgent, rules 16 and 17 within the Access to Information Procedure Rules will apply.~~

#### 17.21. Application of CSOs to Grants

##### **Approval for Receipt of Grants by the Council from External Bodies**

~~17.421.01.~~ Where the Council receives a ~~grant~~Grant from an external body, the process for approving or varying the agreement for the ~~grant~~Grant shall be the same as that set out in CSO ~~9.072~~ (i.e. the Director may approve receipt of a ~~grant~~Grant valued at less than £500,000. For approval of receipt of ~~grants~~Grants valued at £500,000 or more, a Cabinet decision is required).

~~17.221.02.~~ The Council's requirements in respect of execution of ~~contracts~~Contracts as deeds (CSO ~~9.08.917.12~~) shall not apply in respect of ~~grants~~Grants which the Council receives, and subject to the requirements of the funder, they may be signed by the relevant Director and Head of the business unit or authenticated by Approved Electronic Means.

##### **Expenditure of Grant funding**

~~21.03. Where a below threshold public Contract is to be funded by a Grant, Officers must seek the advice of the Chief Procurement Officer in respect of requirements to advertise to ensure transparency of the procedure and compliance with funding requirements.~~

~~21.04. Where an above threshold public Contract is to be funded by a Grant, that Contract should be awarded in accordance with the Regulations or Procurement Act (as applicable) and these CSO's.~~

~~21.05. Where the conditions of Grant funding agreements and/or applicable guidance documents conflict with these CSOs, the provisions of the Grant/funding agreements~~

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and/or guidance documents shall prevail.

#### **Approval for Payment of Grants from the Council to External Bodies**

~~17.3~~—Where the Council awards a ~~grant~~Grant to an external body, the process for approving or varying the agreement for the ~~grant~~Grant shall be the same as that set out in CSO ~~9.072.05.1n) and CSO 2.05.1o)~~ (i.e. the Director may approve awards/Variations of ~~grants~~Grants valued less than £500,000. For approval of award/Variation of ~~grants~~Grants valued at

21.06. £500,000 or more, a Cabinet decision is required~~).~~ in accordance with CSO 2.01c) or CSO 2.01d).

#### **22. Subsidy Control**

22.01. The Council will ensure that all projects and procurements comply with the UK Subsidy Control Regime (formerly “State Aid”).